



County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE

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DAVID E. JANSSEN
Chief Administrative Officer

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Third District

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Fourth District

MICHAEL D. ANTONOVICH
Fifth District

May 30, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL OF NEGOTIATED REOPENER PROVISIONS
TO THE MEMORANDUM OF UNDERSTANDING FOR
BARGAINING UNIT #701 – DEPUTY PROBATION OFFICERS
(3-VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve Amendment No. 2 to the Memorandum of Understanding (MOU) for The Deputy Probation Officers employee representation Unit 701.

PURPOSE OF THE RECOMMENDED ACTION

Negotiations under provisions for a contract re-opener for Bargaining Unit 701 have been completed. The accompanying amendment is the parties' joint recommendations to extend the term of the MOU, implement negotiated salary increases, longevity bonuses, salary step compensation adjustments, uniform and clothing allowances and other operational changes.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended action supports the County's Strategic Plan goal of Workforce Excellence by correctly reflecting the terms of the MOU.

FISCAL IMPACT

The County's pension actuary, Buck Consultants, has advised that the proposed salary adjustments will have no negative impact on the funded status of the retirement system. The provisions of the amendment are within the parameters established by your Board. The County's pension actuary, Buck Consultants, have advised that the proposed salary, clothing allowance, and longevity bonus adjustments exceed LACERA's current assumptions regarding salary inflation. However, when taken in conjunction with salary adjustments granted to these and other County employees over the last three years, the proposed adjustments will have no negative impact on the funded status of the retirement system.

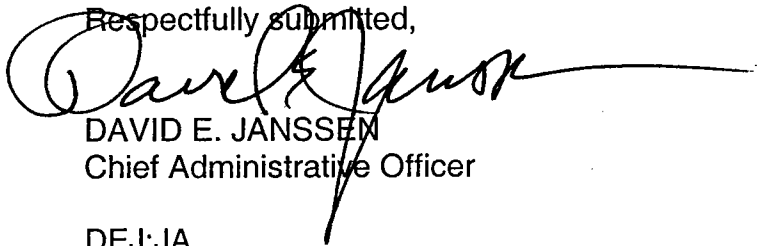
FACTS AND PROVISIONS

Amendment No. 2 to the Bargaining Unit 701 MOU extends the term to January 31, 2009. The Amendment also provides for general salary increases of 4% (16 levels) on October 1, 2006; 3% (12 levels) effective August 1, 2007; and 3% (12 levels) effective August 1, 2008; accelerated salary step placement between step 5 and 6, and step 6 and 7 for Deputy Probation Officer II position; longevity bonuses of 3% (12 levels) effective July 1, 2006; for employees in the bargaining unit after completion of the 19th year of service; 4% (16 levels) for completion of the 24th year, and 4% (16 levels) for employees that complete their 29th year of service. To address operational issues, at the discretion of the Chief Probation Officer, employees shall be required to wear uniforms and will receive an annual clothing allowance of \$500 in lieu of replacing outworn items. Amendment No. 2 also restores accrual of up to a maximum of twelve (12) days sick leave annually for employees in the classes of Investigator Aid, Probation; Senior Investigator Aid, Probation and Investigator Pretrial Services, Probation.

CONCLUSION

The accompanying amendment has been approved as to form by County Counsel.

Respectfully submitted,



DAVID E. JANSSEN
Chief Administrative Officer

DEJ:JA
DLW:mlj

Attachments

c: Executive Officer, Board of Supervisors
County Counsel
Auditor-Controller

AMENDMENT NO. 2
MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO THE BOARD OF SUPERVISORS
REGARDING THE
DEPUTY PROBATION OFFICERS
EMPLOYEE REPRESENTATION UNIT

THIS AMENDMENT NO. 2 TO MEMORANDUM OF UNDERSTANDING made and entered into this 30th day of May, 2006,

BY AND BETWEEN

Authorized Management Representative
(hereinafter referred to as "Management")
of the County of Los Angeles (hereinafter
referred to as "County")

AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES
LOCAL 685 (hereinafter referred to as
"AFSCME" or "Union")

WHEREAS, on the 10th day of January 2006, the parties entered into a Memorandum of Understanding regarding the Deputy Probation Officers Employee Unit, which Memorandum of Understanding was subsequently approved and ordered implemented by the County's Board of Supervisors; and

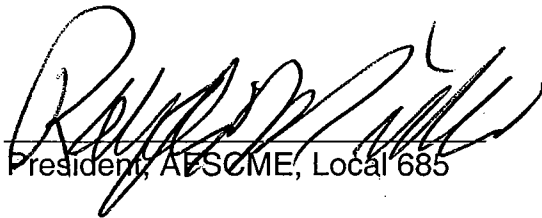
WHEREAS, as a result of mutual agreement, the parties desire to amend the MOU Article as set forth hereafter:

NOW, THEREFORE, the parties agree as follows:

1. Amend Article 4 – Term to reflect an extension of the term of the MOU as appended hereto.
2. Amend Article 5 – Renegotiation to reflect revisions necessary to correspond to an extension of the Term of the MOU as appended hereto.
3. Amend Article 7 – Salaries to reflect negotiated general salary adjustments, longevity bonuses, amend Section 6 to provide for step advances as provided for in Section 6.08.010 of the County Code, and further amend Section 6 relating to the annual accrual of up to a maximum of twelve (12) sick days for designated classes as appended hereto.
4. Establishes a new Article on Uniforms and clothing allowance consistent with an extended term as appended hereto.
5. This Amendment No. 2 to said Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to the County's Board of Supervisors and this Amendment No. 2 will be effective when and if approved by said Board of Supervisors in the same manner provided in Article 3, which was applicable to the implementation of the original Memorandum of Understanding.

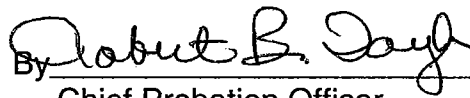
IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Amendment No. 2 the day, month and year first above written.

AMERICAN FEDERATION OF
STATE, COUNTY AND
MUNICIPAL EMPLOYEES (AFSCME)

By 
President, AFSCME, Local 685

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVES

By 
Chief Administrative Officer

By 
Chief Probation Officer

By 
Children & Family Services

ARTICLE 4 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 3, Implementation, are fully met. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on January 31, 2009.

ARTICLE 5 RENEGOTIATION

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, such party shall serve upon the other no later than September 7, 2008, its written request to commence negotiations as well as its written proposals for such successor Memorandum of Understanding, with the exception of salary proposals which shall be presented no later than October 5, 2008. Upon receipt of such written notice and proposals, negotiations shall begin no later than October 15, 2008.

ARTICLE 7 SALARIES

Section 1.

The parties agree jointly to recommend to County's Board of Supervisors that said Board adopt and implement the following salaries applicable to employees in the Unit on the effective date(s) indicated:

26-APR-06
CBSPS07A

ITEM MAXIMUM NO CLASSIFICATION RATE	ITEM	EFFECTIVE DATE	NOTE	SCH	MINIMUM RATE
8604	DEPUTY PROBATION OFFICER I, FIELD	CURRENT		77L	3469.73
4302.55		10/01/2006		79E	3607.91
4476.36		08/01/2007		80F	3714.91
4610.82		08/01/2008		81G	3825.64
4749.36					
8607	DEPUTY PROBATION OFFICER II, FIELD	CURRENT	NX	84B	4096.18
5671.18		10/01/2006	NX	85G	4260.73
5900.27		08/01/2007	NX	86H	4388.73
6077.36		08/01/2008	NX	87J	4520.73
6259.91					
8608	DEPUTY PROBATION OFFR I, RES TREAT	CURRENT		77L	3469.73
4302.55		10/01/2006		79E	3607.91
4476.36		08/01/2007		80F	3714.91
4610.82		08/01/2008		81G	3825.64
4749.36					
8609	DEPUTY PROBATION OFFR II, RES TREAT	CURRENT	NX	84B	4096.18
5671.18		10/01/2006	NX	85G	4260.73
5900.27		08/01/2007	NX	86H	4388.73
6077.36		08/01/2008	NX	87J	4520.73
6259.91					

8655 DETENTION SERVICES OFFICER 4167.45	CURRENT N2 76J	3547.09
4334.64	10/01/2006 N2 78C	3687.36
4465.27	08/01/2007 N2 79D	3797.82
4599.45	08/01/2008 N2 80E	3910.18
8602 GROUP SUPERVISOR II 3948.36	CURRENT N2 74J	3362.45
4106.36	10/01/2006 N2 76C	3495.27
4229.36	08/01/2007 N2 77D	3599.18
4356.27	08/01/2008 N2 78E	3705.73
8619 GROUP SUPERVISOR II, PROBATION 3478.00	CURRENT N2 70A	2962.00
3616.64	10/01/2006 N2 71F	3080.27
3724.09	08/01/2007 N2 72G	3171.36
3834.91	08/01/2008 N2 73H	3265.36
8661 GROUP SUPERVISOR, NIGHTS 3225.82	CURRENT 67C	2604.73
3354.27	10/01/2006 68H	2708.45
3453.18	08/01/2007 69J	2788.09
3555.73	08/01/2008 70K	2871.00
8618 GROUP SUPERVISOR, NIGHTS, PROBATION 3289.09	CURRENT 67L	2655.64
3420.09	10/01/2006 69E	2761.55
3521.18	08/01/2007 70F	2843.00
3625.36	08/01/2008 71G	2927.00
8670 INVESTIGATOR AID, PROBATION 3816.36	CURRENT 73F	3080.27
3967.45	10/01/2006 74L	3202.27
4086.00	08/01/2007 76A	3297.00
4208.45	08/01/2008 77B	3395.27
8672 INVESTIGATOR, PRETRIAL SERVICES, PROB 5671.18	CURRENT NX 84B	4096.18
5900.27	10/01/2006 NX 85G	4260.73

6077.36	08/01/2007 NX	86H	4388.73
6259.91	08/01/2008 NX	87J	4520.73
8657 SENIOR DETENTION SERVICES OFFICER 4952.36	CURRENT	83B	3986.91
5152.36	10/01/2006	84G	4147.09
5307.00	08/01/2007	85H	4271.18
5465.91	08/01/2008	86J	4399.55
8671 SENIOR INVESTIGATOR AID, PROBATION 4026.55	CURRENT	75F	3249.55
4187.82	10/01/2006	76L	3378.82
4313.00	08/01/2007	78A	3478.00
4443.09	08/01/2008	79B	3581.73
8626 TRANSPORTATION DEPUTY, PROBATION 4302.55	CURRENT	77L	3469.73
4476.36	10/01/2006	79E	3607.91
4610.82	08/01/2007	80F	3714.91
4749.36	08/01/2008	81G	3825.64
8997 TRANSPORTATION WORKER 4218.91	CURRENT	77C	3403.55
4388.73	10/01/2006	78H	3538.45
4520.73	08/01/2007	79J	3642.82
4656.27	08/01/2008	80K	3751.64

Section 2. Step Advances

- A. Full-time permanent employees in this Unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's department head. The Performance Evaluation shall be filed at least one month prior to the employee's step advance anniversary date and within a period which does not exceed one year prior to that date.
- B. If no performance review is filed as defined in A above, or if an employee receives an Improvement Needed Performance Evaluation, the employee's step advance will not be granted on the date due.

Where no Performance Evaluation is issued in accordance with Paragraph A. above, the employee may request his/her department head in writing to issue a Performance Evaluation. The department head shall issue a Performance Evaluation within five days of the employee's request. If said evaluation is competent or better, the employee shall be granted a step advance effective to his/her step advance anniversary date.

- C. Grievances arising out of this section shall be processed as follows:
- (1) Where no Performance Evaluation has been issued in accordance with Paragraph B above, the employee may file a grievance with the Department of Human Resources. If the Department of Human

Resources, fails to obtain issuance of such Performance Evaluation within ten days after the grievance is filed with the Director of Personnel, the employee shall be deemed competent and the step advance shall be processed within 30 days effective to his/her step anniversary date.

(2) Where the department head issues a Performance Evaluation upon request of the Department of Human Resources and said Performance Evaluation is competent or better, the employee shall be provided a step advance within 30 days effective to his/her step advance anniversary date.

(3) Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten days of issuance with the department head or his/her designated representative who shall respond to the grievance within ten days. Appeals from a department head decision shall be processed in accordance with Civil Service Rules.

D. During the term of this agreement, should any change be made in the existing categories of Performance Evaluations which adversely impacts the application of this Section, the parties agree to meet and renegotiate this Section.

In the event an agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluations.

Section 3. Step Advances for Deputy Probation Officers II

- (1) Deputy Probation Officer II's will be granted step advances up to the 7th step in accordance with the provisions of Section 6.08.010 of the County Code.
- (2) Further, the foregoing step advances shall be granted only in accordance with Section 2 of this Article.

Section 4.

Any person employed in the positions of Group Supervisor, Nights and Group Supervisor II, OR Deputy Probation Officer I and II on a 40-hour workweek at a juvenile hall, MacLaren Children's Center, or a 40-hour or 56-hour workweek at a camp, shall be paid one step higher within the salary range (not to exceed the fifth step of the range) for his/her position, upon the completion of two (2) years of continuous service on any one or more of such items in one or more of the juvenile halls, or camps of the Probation Department or MacLaren Children's Center. Notwithstanding the above, Deputy Probation Officer I's who

have been on the fifth step of the range for one year shall receive in addition to their regular salary, sixteen (16) standard salary levels; the latter shall not constitute a base rate.

The advance step placement shall continue only for the period of time that the employee remains in an assignment in a juvenile hall, camp, or detention center. If the employee ceases to serve in the locations mentioned below, such step placement shall then cease, and the employee shall be paid at the regular step of the salary range of his/her classification to which he/she would otherwise be entitled. Such step placement shall not change the employee's anniversary date for future step advances. For the purposes of this section, a juvenile hall means Central Juvenile Hall, Los Padrinos Juvenile Hall, San Fernando Juvenile Hall and a camp means Challenger Memorial Youth Center, Camp Afflerbaugh, Camp Gonzales, Camp Kilpatrick, Camp Mendenhall, Camp Miller, Camp Munz, Camp Paige, Camp Glenn Rockey, Camp Holton, Camp Scudder, Camp Routh, Camp Barley Flats, Camp Mira Loma, Camp Scott and Dorothy Kirby Center. For purposes of attaining the higher step provided for in this section an employee may combine juvenile hall, camp and MacLaren Children's Center experience to gain the required two years' experience. The Advance Step Placement shall not apply to employees hired or bidding into a Residential Treatment Service Bureau facility on or after February 28, 1991.

Section 5.

The parties agree that the recommended salaries set forth herein were negotiated in good faith, and that said salaries were jointly determined independently of race, gender, age or national origin.

Section 6. Sick Leave Accrual Exchange

The parties further agree to recommend jointly to the County's Board of Supervisors that employees shall earn and accrue full-pay sick leave and be paid for unused full-pay sick leave as provided in Article 12 of the Memorandum of Understanding regarding fringe benefits between the County and the Coalition of County Unions, AFL-CIO, except as follows:

1. Employees in this unit who are employed in classes in the Probation Department shall be credited with full-pay sick leave to a maximum of eight (8) days on and after January 1, 1989.

2. In addition to the days of unused full-pay sick leave for which an employee may be paid pursuant to Section 2 of said Article 12, (Coalition Fringe Benefits MOU) an employee may, at his/her option, regardless of whether sick leave was used during the preceding 12 months, receive payment for up to 2 additional sick leave days on July 1, 2000, July 1, 2001, and on July 1, 2002, in lieu of carrying such days, provided at least 20 days of full-pay sick leave remain to the employee's credit after such payment.
3. It is understood between the parties that in exchange for the reduction in credited full-pay sick leave as provided in Section 1, herein above, the provisions in Article 7, Section 1, Recommended Salary Adjustment, on January 1, 1989, includes an additional 8 level base rate increase except for the classes of Group Supervisor II and Group Supervisor, Nights.

The provisions of this Section, including the additional 8 level base rate increase, shall apply to those employees in the Probation Department who are employed in the classes of Group Supervisor II or Group Supervisor Nights.

4. In no event shall this Section apply to the classes of Transportation Worker, or employees in the Department of Children's & Family Services who are employed in the classes of Group Supervisor II or Group Supervisor, Nights.

5. In no event shall this Section apply to employees in the classes of Investigator Aid, Probation (Item No. 8671), Senior Investigator Aid, Probation (Item No. 8671) and Investigator Pretrial Services, Probation (Item No. 8672). Effective July 1, 2006, Employees on said classifications will begin to accrue twelve (12) sick days annually.

Section 7 Signing Bonus

Employees covered by this agreement on November 9, 2005, shall receive by separate payroll warrant a one-time only signing bonus of thirteen hundred dollars (\$1300) no later than thirty days following Board approval of the MOU.

Section 8 Longevity Bonuses

Upon approval of the Board of Supervisors and implementation of this Amendment 2 to the Memorandum of Understanding, members of this bargaining unit shall receive Longevity Pay in accordance with the following implementation schedule:

07/01/06	3% (12 levels) after completion of the 19 th year
01/01/07	4% (16 levels) after completion of the 24 th year
07/01/07	4% (16 levels) after completion of the 29 th year

Longevity Pay is cumulative and shall constitute a base rate.

ARTICLE 40 UNIFORMS

Nothing herein shall be construed to modify in any manner the uniform policy or standards in the Probation Department, and nor shall anything herein be construed as a waiver of Management's right to establish, change or otherwise modify uniform standards and dress codes.

Section 1 Wearing of Uniforms

At the discretion of management, employees shall be required to wear uniforms in the performance of their job duties.

Section 2 Initial Issue of Uniform Clothing

Each permanent or temporary employee (hereinafter as employee) in this bargaining unit; and any new employee promoted, appointed to, or transferred on an item in the bargaining unit, required by Management to wear a uniform, shall have an initial issue of the following uniform:

<u>Clothing:</u>	1 cap (optional)
	5 short-sleeve shirts
	5 trousers
	1 field jacket with liner (one time issue only)
	1 belt
	1 set of boots
	5 rank insignias and emblems
	5 sets of shoulder patches
	1 identification card

Only specific articles of Uniform that Management require employees to wear shall be furnished. Employees may purchase additional uniforms, or specific uniform items as approved by management from an authorized dealer.

Department issued Uniforms shall be authorized for use only while an employee is on duty.

Section 3 Uniform Replacement and Maintenance

A. Replacement Items

Uniform items damaged during the course of employment shall be replaced at the discretion of management.

Employees in this bargaining unit shall be responsible for the replacement of each uniform item previously issued and considered substandard under the Department's uniform policy guidelines. Uniform items may be replaced by management on an as-needed basis, except where such replacement is as a result of unauthorized use or improper or substandard care.

B. General Provisions

Department Management will be the sole determinant as to the standard uniform issue for all employees in the Unit and the need for replacement due to normal wear.

Employees in the Unit shall be responsible for the laundry, care and maintenance for their own uniforms.

Section 4 Uniform Replacement and Maintenance Allowance

Permanent employees in this Unit and employed on December 1, 2006, shall be entitled to a lump sum payment of five hundred dollars (\$500.00) in lieu of the uniform items previously issued. Such payment shall be made between December 1, 2006, and December 15, 2006, by separate payroll warrant.

In addition to the above, permanent employees in this Unit and employed on December 1, 2007, shall be entitled to a lump sum payment of five hundred dollars (\$500.00) in lieu of the uniform items previously issued. Such payment shall be made between December 1, 2007, and December 15, 2007, by separate payroll warrant.

Permanent employees in this Unit and employed on December 1, 2008, shall be entitled to a lump sum payment of five hundred dollars (\$500.00) in lieu of the uniform items previously issued. Such payment shall be made between December 1, 2008, and December 15, 2008, by separate payroll warrant.

The uniform allowance shall not constitute a base rate.

Section 5Return of Uniform and Uniform Items

In the event any employee in the Unit terminates from County service within six month of the initial issue of such uniforms and uniform items, he/she must return them to the Department, and in all cases upon termination from the Department or County Service, or transfer from one department to another department, the employee must return all issued uniforms and uniform items listed in Section 2.